



Framework:	Client Support Framework
Supplier:	AECOM Limited
Company Number:	#REF! 01846493
Geographical Area:	National
Project Name:	Thames Weirs Refurbishment Package - ECC PM
Project Number:	ENV0003200C
Contract Type:	Professional Service Contract
Option:	Option E
Contract Number:	34147
Stage:	Study_or_Service_NOT_Design

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework CONTRACT DATA

Project Name Thames Weirs Refurbishment Package - ECC PM

Project Number ENV0003200C

This contract is made on 03 December 2021
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
TWRP_ECCPM Scope_v3 151021

Part One - Data provided by the *Client*

Statements given in all Contracts

1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017.

Main
Option

Option E

Option for resolving and
avoiding disputes

W2

Secondary Options

X2: Changes in the law

X9: Transfer of rights

X10: Information modelling

X11: Termination by the *Client*

X18: Limitation of liability

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

Z: *Additional conditions of contract*

The *service* is ECC PM appointment to manage the ECC and PSC contracts during the OBC Development stage which has already commenced for the TWRP

The *Client* is Environment Agency

Address for communications
Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications

The *Service Manager* is

Address for communications
Environment Agency
Kings Meadow House
Kings Meadow Road
Reading
RG1 8DQ

Address for electronic communications

The Scope is in
TWRP_ECCPM Scope_v3 151021

The *language of the contract* is English

The *law of the contract* is

the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The period for reply is 2 weeks

The period for retention is 6 years following Completion or earlier termination

The following matters will be included in the Early Warning Register

Early warning meetings are to be held at intervals no longer than 2 weeks

2 The Consultant's main responsibilities

The key dates and conditions to be met are
condition to be met
'none set' 'none set' 'none set' key date
'none set' 'none set' 'none set'

The Consultant prepares forecasts of the total Defined Cost plus Fee and expenses at intervals no longer than 4 weeks

3 Time

The starting date is 06 December 2021

The Client provides access to the following persons, places and things
access access date
Asite 06 December 2021
Fastdraft 06 December 2021

The Consultant submits revised programmes at intervals no longer than 4 weeks

The completion date for the whole of the service is 31 October 2022

The period after the Contract Date within which the Consultant is to submit a first programme for acceptance is 4 weeks

4 Quality management

The period after the Contract Date within which the Consultant is to submit a quality policy statement and quality plan is 4 weeks

The period between Completion of the whole of the service and the defects date is 26 weeks

5 Payment

The currency of the contract is the £ sterling

The assessment interval is Monthly

The expenses stated by the Client are as stated in Schedule 6.

The interest rate is 2.00% per annum (not less than 2) above the
Base rate of the Bank of England

The locations for which the Consultant provides a charge for the cost of support people and office overhead are All UK Offices

The exchange rates are those published in on

6 Compensation events

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time between 1st July 2021 and 31st August 2021
2. 'not used'
3. 'not used'

4. 'not used'
5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

1. 'not used'
2. 'not used'
3. 'not used'

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

EVENT	MINIMUM AMOUNT OF	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£5 million in respect of each claim, without limit to the number of claims	12 years
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	12 months
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters is limited to		£5 million

Resolving and avoiding disputes

The <i>tribunal</i> is		litigation in the courts
The <i>Adjudicator</i> is	'to be confirmed'	
Address for communications	'to be confirmed'	
Address for electronic communications	'to be confirmed'	
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers	

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

Delete the text of clause 60.1(12) and replace with:

The *service* is affected by any of the following events

- War, civil war, rebellion, revolution, insurrection, military or usurped power;
- Strikes, riots and civil commotion not confined to the employees of the *Consultant* and sub consultants,
- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,
- Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,
- Natural disaster,
- Fire and explosion,
- Impact by aircraft or other aerial device or thing dropped from them.

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

(including compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken).

Add the following additional bullets after 'and the cost of':

- Mistakes or delays caused by the *Consultant's* failure to follow standards in Scopes/quality plans.
- Reorganisation of the *Consultant's* project team.
- Additional costs or delays incurred due to *Consultant's* failure to comply with published and known guidance or document formats.
- Exceeding the Scope without prior instruction that leads to abortive cost
- Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or design errors.
- Production or preparation of self-promotional material.
- Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value)
- Any hours exceeding 8 per day unless with prior written agreement of the *Service Manager*
- Any hours for travel beyond the location of the nearest consultant office to the project unless previously agreed with the *Service Manager*
- Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the *Service Manager*
- Costs associated with the attendance at additional meetings after programmed Completion, if delay is due to *Consultant* performance.
- Costs associated with rectifications that are due to *Consultant* error or omission.
- Costs associated with the identification of opportunities to improve our processes and procedures for project delivery through the *Consultant's* involvement
- Was incurred due to a breach of safety requirements, or due additional work to comply with safety requirements
- Was incurred as a result of the *Client* issuing a Yellow or Red Card to prepare a Performance Improvement Plan
- Was incurred as a result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

When appointing *Consultants* on a secondment basis only:

Add clause 19

19.1 The *Client* will from starting date to Completion Date indemnify the *Consultant* against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever arising directly or indirectly out of the activities of the *Consultant* in providing the services save where such claims, in the reasonable opinion of the *Client*, arise from or are contributed to by:

19.1.1 Misrepresentation or negligence by or on behalf of the *Consultant* ;

or

19.1.2 The *Consultant* has acted contrary to the *Service Manager's* reasonable instructions or wholly outside the scope of the *Consultant's* duties as defined by the *Service Manager*.

Z6 The Schedule of Cost Components

The Schedule of Cost Components are as detailed in the Framework Schedule 6.

Z7 Linked contracts

Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* under this contract or a previous contract will neither be an allowable cost under this contract or any subsequent contract, nor will it be a Compensation event under this contract or any subsequent contract under this project or programme.

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Service Manager's* certificate.

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

- one week after the paying Party receives an invoice from the other Party and
- three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.

If a certified payment is late, or if a payment is late because the *Service Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

Z9 Conflict of Interest

The *Consultant* immediately notifies the *Client* of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the *Consultant* (including without limitation its reputation and standing) and/or the *Client* of which it is aware or which it anticipates may justify the *Client* taking action to protect its interests. Should the Parties be unable to remove the conflict of interest to the satisfaction of the *Client*, the *Client*, in its sole discretion, may terminate this Contract.

Z10 Change in Control

The *Consultant* shall notify the *Client* as soon as reasonably practicable, in writing, of any agreement, proposal or negotiations which will or may result in a *Consultant* Change in Control and shall give further notice to the *Client* when any Change in Control has occurred. The *Client* may terminate this contract with immediate effect by notice in writing and without compensation to the *Consultant* within six (6) months of being notified that a Change of Control has occurred, or, where no notification has been made, the date that the *Client* becomes aware of the Change of Control, but shall not be permitted to terminate where the *Client's* prior written acceptance was granted prior to the Change in Control. A Change of Control is defined as per the Deed of Agreement, Z14.4.

Z12 Waiver

No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party by the Service Manager in writing in accordance with the Contract, and with express reference to Clause Z12. The failure of either party to insist upon strict performance of the Contract, or any failure or delay in exercising any right or remedy shall not constitute a waiver or diminution of the obligations established by the Contract.

Secondary Options

OPTION X2: Changes in the law

The *law of the project* is the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

OPTION X10: Information modelling

The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is 2 weeks

OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to £1,000,000

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to £5,000,000

The *end of liability date* is 6 years after the Completion of the whole of the *service*

Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 14 Days after the date on which payment becomes due

Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term	<i>beneficiary</i>
	Not Used
	Not Used
	Not Used
	Not Used

Part Two - Data provided by the Consultant

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The Consultant is

Name and company number AECOM Limited

Address for communications Aldgate Tower
2 Leman Street
London
E1 8FA

Address for electronic communications

The fee percentage is

Option E

The key persons are

Name (1)

Job ECC PM

Responsibilities

Qualifications See CV

Experience See CV

The key persons are

Name (2)

Job

Responsibilities

Qualifications

Experience

The key persons are

Name (3)

Job

Responsibilities

Qualifications

Experience

The key persons are

Name (4)

Job

Responsibilities

Qualifications

Experience

The key persons are

Name (5)

Job

Responsibilities

Qualifications

Experience

The key persons are

Name (6)

Job

Responsibilities

Qualifications

Experience

The *key persons* are

Name (7)
Job
Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register

Travel expenses are not included due to the current Covid 19 arrangement

3 Time

The programme identified in the Contract Data is

06/12/21-31/10/22

5 Payment

The *activity schedule* is

The forecast of the Prices is

£57,459.82

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]
Address for communications
Winslade Manor
Winslade Park
Manor Drive
Clyst St Mary
Exeter
EX5 1FY

Address for electronic communications
[REDACTED]

Name (2) [REDACTED]
Address for communications
4th Floor
Merchants Court
2-12 Lord Street
Liverpool
L2 1TS

Address for electronic communications
[REDACTED]

X10: Information Modelling

The *information execution plan* identified in the Contract Data is

Requirement

Collect / Refresh Data

Clear Data

Guidance

Compulsory	Contract Name	Thames Weirs Refurbishment Package - ECC PM	Automatically drawn from your contract
Compulsory	Project Name	insert details	Manually enter Align with project name on Procurement Strategy
Compulsory	SOP Project Code	ENV0003200C	Automatically drawn from your contract (format ENVXXXXXXX)
Compulsory	SOP Task Code	Pre-Gateway	A different 'Task Code' will be needed for each gateway that the project goes through (e.g. SOC, OBC, FBC)
Compulsory	Contract Option	Option E	Automatically drawn from your contract (Typically Options would be Option A, C or E)
Complete after PO is raised	Purchase Order Number	insert PO number when known	This can be entered after the contract is formed and uploaded. The CSO/BSO will do this
Complete after Contract is published on Bravo	Contract number	34147	This number is obtained from Bravo, obtain from your DGC colleague
Compulsory	Geographic Area	National	Automatically drawn from the Framework coverage (National if CSF, M&M or M&C / Regional if CDF) (Contract selection tab)
Compulsory	Delivery Hub / CDT	Thames (THM)	Automatically drawn from the dropdown in the contract
Compulsory for raising a Requisition for a PO	Project Executive Name		Manually enter
Compulsory for raising a Requisition for a PO	Commercial Lead (DGC or CSM):		Manually enter
	FastDraft User(s) (lines 12 and below?)	insert names of people managing the contract	Manually enter
PSC Only ; Compulsory	Client Service Manager		The Service Manager is the single person role included in the Contract who will manage the contract on FastDraft
PSC Only ; Optional	Client FastDraft View	n/a	Those individuals from the Client organisation who will have view access on FastDraft, but do not manage the contract ('viewer' role is needed on all contracts)
PSC Only ; Compulsory	Consultant Manager		The Consultant Manager is the single person role included in the Contract who will manage the contract on FastDraft
PSC Only ; Compulsory	Consultant Manager (email address)		Insert email address
PSC Only ; Compulsory	Consultant FastDraft Application for Payment access		Those individuals from the Consultant organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract
PSC Only ; Optional	Consultant FastDraft View		Those individuals from the Consultant organisation who will have view access on FastDraft, but do not manage the contract
ECC Only ; Compulsory	ECC PM Manager	Not applicable	The ECC Project Manager is the single person role included in the Contract who will manage the contract on FastDraft
ECC Only ; Optional	ECC PM FastDraft View	Not applicable	Those individuals from the ECCPM organisation who will have view access on FastDraft, but do not manage the contract
ECC Only ; Optional	Supervisor	Not applicable	The ECC Supervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft
ECC Only ; Compulsory	Contractor Contracts Manager	Not applicable	The ECC Supervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft
ECC Only ; Compulsory	Contractor Contracts Manager (email address)	Not applicable	Insert email address
ECC Only	Contractor FastDraft Application for Payment access	Not applicable	Those individuals from the Contractor's organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract
ECC Only ; Optional	Contractor FastDraft View	Not applicable	Those individuals from the Contractor's organisation who will have view access on FastDraft, but do not manage the contract
Compulsory	Framework	Client Support Framework	Automatically drawn from the selected Framework in the contract
CDF & CSF Only	Lot Number	Lot 2	Click adjacent cell and Use Dropdown Lot a / Lot 2
Compulsory	EA Project Manager	Not applicable	Automatically drawn from the named EA Project Manager (Data Part 1 (input))
Compulsory	Supplier		Automatically drawn from the selected Supplier in the contract (Company Name)
Compulsory	Contract Value	£57,459.82	ESSENTIAL FIELD Option A or C the Total of the Prices. Option E the Forecast Total of the Defined Cost plus Fee
Compulsory	Stage of delivery	Study or Service NOT Design	Click adjacent cell and Use Dropdown Selection will be in accordance with the options available for the respective framework
Expected on CDF	Partner contract	Not applicable	Used only on CDF, this is the Contract number for the contracts linked that Project incentivisation
Compulsory	Commencement date	06 December 2021	ESSENTIAL FIELD Automatically drawn - must be the date included in the signed contract
Compulsory	Completion date	31 October 2022	ESSENTIAL FIELD Automatically drawn - must be the date included in the signed contract
Optional	Are sectional completion dates used?	No	Automatically drawn from the contract if option X5 has been used (Yes / No)
Compulsory	Are additional compensation events used?	Yes	Automatically drawn from the contract if Section 6 of Contract Data Part 1 (input) has been used (Yes / No)
Compulsory	Defects Period (weeks)	26 weeks	Automatically drawn from your contract (Number of weeks)
Compulsory	Delay Damages Amount (£) and unit	No Delay Damages	Automatically drawn from the contract if option X7 has been used (£ per day)
Compulsory to check	Sectional Delay Damages	No Sectional Delay Damages	Automatically drawn from the contract if option X5 and X7 has been used (Apply / Do Not Apply)

Signature Box

The Contract must be submitted to your Portfolio Assurance and Support Commercial Services Manager before submission for upload by CSO/BSO.

Name

Date

Incomplete contracts will be returned for proper completion before upload.

1 General

The *Consultant* is

AECOM Limited
Aldgate Tower
2 Leman Street
London
E1 8FA

Email address for communications

The *fee percentage* is

The *key persons* are

	Name (1)
ECC PM	Job
insert responsibilities	Responsibilities
See CV	Qualifications
See CV	Experience

insert name	Name (2)
insert job	Job
insert responsibilities	Responsibilities
insert qualifications	Qualifications
insert experience	Experience

insert name	Name (3)
insert job	Job
insert responsibilities	Responsibilities
insert qualifications	Qualifications
insert experience	Experience

insert name	Name (4)
insert job	Job
insert responsibilities	Responsibilities
insert qualifications	Qualifications
insert experience	Experience

insert name	Name (5)
insert job	Job
insert responsibilities	Responsibilities
insert qualifications	Qualifications
insert experience	Experience

insert name	Name (6)
insert job	Job
insert responsibilities	Responsibilities
insert qualifications	Qualifications
insert experience	Experience

insert name	Name (7)
insert job	Job
insert responsibilities	Responsibilities
insert qualifications	Qualifications
insert experience	Experience

The following matters will be included in the Early Warning Register;

Travel expenses are not included due to the current Covid 19 arrangements. When travel is required expenses claimable (See CSF Deed of Agreement Schedule 6 section 12) will be added by CE.
insert details
insert details
insert details
insert details
insert details
insert details
insert details

3 Time

06/12/21-31/10/22 The programme identified in the Contract Data is;

5 Payment

£57 459,82 forecast of the total Defined Cost plus the Fee

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

	Name (1)
Winslade Manor	address Line 1
Winslade Park	address Line 2
Manor Drive	address Line 3
Clyst St Mary	address Line 4
Exeter	address Line 5
EX5 1FY	address Line 6

Email address for communications

	Name (2)
4th Floor	address Line 1
Merchants Court	address Line 2
2-12 Lord Street	address Line 3
Liverpool	address Line 4
L2 1TS	address Line 5
insert address	address Line 6

Email address for communications

X10: Information modelling;

The *information execution plan* identified in the Contract Data is; If an *information execution plan* is to be identified in the Contract Data

insert details

Name and address etc. of *Consultant*

Enter email address

Insert the relevant framework tendered *fee percentage*

Name the *key persons* to be working on the contract

These are items which could affect the total of the Prices or delay Completion, which are known about at the time of completing this Contract Data

This is optional and is inserted if a programme is being initially provided

Enter postal address

Enter email address

Enter postal address

Enter email address

X10 is always used

Contract Execution

Client execution

Signed Underhand by [PRINT NAME]

for and on behalf of the Environment Agency



Signature

Date



Role

Consultant execution

Consultant execution

Consultant execution

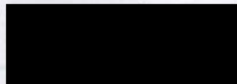
Signed under hand by

for and on behalf of

AECOM Limited



Signature



Role

NEC4 Contract Tool

This tool is used to create standard Contract Documents using pre-determined parameters

When started you will see the following tabs

Start-up

1. Supplier Guidance
2. Data Part 2 (input)
3. Cover Sheet
4. Data Part 1
5. CD for X
6. Data Part 2
7. Contract Execution

PART 1

1. Data Part 2 (input)

There are multiple sections to complete

You can only fill in sections in yellow;



If you want to change any section in the yellow boxes, just overwrite the entries

If you press the 'Clear Data Part 2' button you will be prompted to confirm this action

Once you have completed all your sections save the document and return this to the Client

Revision	Date Issued	Notes
1.8.0	08/07/2021	M&C PSC added, Supplier name change, partner contract removed
1.7.4	08/04/2021	COVID Instruction update and additional guidance added
1.7.3	07/04/2021	Revision Log added, FastDraft amendment
1.7.2	21/01/2021	Location dropdown amendment
1.7.1	16/12/2020	M&M Y(UK)3 changes
1.7.0	02/11/2020	Work stage and scope function added
1.6.9	n/a	Internal working document
1.6.8	27/07/2020	Liability value adjustments
1.6.7	13/07/2020	Supplier address change
1.6.6	n/a	Internal working document
1.6.5	14/05/2020	Location dropdown amendment
1.6.4	14/04/2020	COVID Instruction and remove clearing code
1.6.3	17/02/2020	Partnering Option removed
1.6.2	21/11/2019	National location added
1.6.1	15/11/2019	Supplier name amended
1.6	26/09/2019	FastDraft abstraction added
1.5.4	09/09/2019	Liabilities and Insurances changes (2 versions fixed / variable)
1.5.3	13/08/2019	Pain Gain share review
1.5.2	06/08/2019	Linking retention, X18
1.5.1	06/08/2019	Update dropdown links
1.5	03/08/2019	Button alignment
1.4.9	31/07/2019	Marine & Coastal addresses added
1.4.8	25/07/2019	RMA version of EA Contract Tool
1.4.7	05/07/2019	Project Bank Account
1.4.6	14/06/2019	Functional updates
1.4.5	07/06/2019	Supplier selection update
1.4.4	n/a	Internal working document
1.4.3	20/05/2019	Functional updates and testing
1.4.2	15/05/2019	Functional updates and testing
1.4.1	15/05/2019	Functional updates and testing
1.4	14/05/2019	Company addresses provided
1.3	01/05/2019	Guidance notes added
1.2	02/04/2019	Functional updates and testing
1.1	27/03/2019	Final Draft
1.0	n/a	Internal working document
1	n/a	Internal working document
0	21/03/2019	First Draft

PII threshold

COVID instruction Nov 2020 - March 2021

COVID instruction July - Oct 2020

COVID instruction April - June 2020

Liability table

Contract Front sheet